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IN THE UNITED STATE DISTRICT COURT FOR THE DISTRICT OF MARYLAND

MICHELLE QUARLES "Plaintiff"	)	Case No; ____________
VS;	)	
Thomas P. Dore et al	)	
John Doe 1-12 Jane Doe 1-12	)	

FILED
JUL 17 2015
U.S. BANKRUPTCY COURT
DISTRICT OF MARYLAND
GREENBELT

COMPLAINT

Now comes Plaintiff, MICHELLE QUARLES, who is unschooled in law to notice the court of enunciation of principles as stated in ***Haines v; Kerner***, 404 U.S. 519, complaints, petitions, and other writs shall have the court look to the substance of the pleadings rather than in the form, and hereby makes the following complaint in the above referenced matter without waiver of any defenses or rights, now or in the future, seeking determine the nature extent and validity of lien in Plaintiff's property common known as 6206 Cedar Post Drive District Heights, MD 20747 (here in after called

Plaintiff's property), which plaintiff believe was fraudulently encumbered by a certain Deed of Trust with Prince George's County Recorder.

Jurisdictional Statement

1. At all times material to this case, Plaintiff, Michelle Quarles has been a citizen and resident of the State of Maryland.
2. At all times material to this case, Thomas P. Dore has been a corporation existing under the laws of the State of Maryland.
3. The venue for this claim is proper in Prince George's County Maryland. The amount in controversy exceeds Thirty Thousand Dollars ($30,000.00).
4. Defendant is attempting to collect over $235,000.000 so this controversy well exceeds $30,000.
5. Plaintiff's property value is about $125,000.

Parties

Plaintiff incorporates paragraphs 1 through 3, verbatim, of this Complaint as if they were recited again herein at this paragraph as reference.

6. Thomas P. Dore the alleged Trustee to my Deed of Trust, operating from The Alba Law Group a Maryland Corporation whose address is 11350 McCormick Road, Suite 200, Hunt Valley, Maryland 21031.
7. Michelle Qaurles owner of property knowns as 6206 Cedar Post Drive District Hights, MD 20747.
8. Plaintiff is unaware of the true names and capacities of individuals and/or entities listed herein under the fictitious names Jane and John Doe 1 through 12, inclusive or, to the extent that the names of such individuals or entities may be known to

Plaintiff, Plaintiff cannot state with certainty that a viable cause of action lies herein as against such individuals or entities, or Plaintiff is unable to allege the elements of such a cause of action, at this time prior to discovery, with sufficient .

9. Plaintiff reserves the right to amend the Complaint to allege the true names and capacities of such fictitiously named Defendant(s) when the same become known or when it has been ascertained with reasonable certainty that a cause of action hereunder can be satisfactorily stated and maintained as against each fictitiously named individual or entity.

FIRST CLAIM FRAUD UPON THE COURT

10. Plaintiff incorporates paragraphs 1 through 7, verbatim, of this Complaint as if they were recited again herein at this paragraph as reference.
11. Defendant initiated a Order to Docket in Prince George's county claiming to represent Plaintiff's creditor.
12. Defendant knew at the time of the filing that Defendant did not represent Plaintiff's creditor.
13. Plaintiff has disputed this debt on several occasions.
14. Defendant used the United States Postal Service to mail Plaintiff copies of her Deed of Trust (which names someone other than Defendant) and a copy of what appears to be Defendant's note.

15. The note is not date stamped nor is it endorsed to Defendant's client who Defendant claims to be US Bank National Associations, As Trustee For Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through certificates, Series 2006-WF2.
16. Defendant filed or caused to be filed in Prince George's County land records a document entitled corporate assignment of Deed of Trust.
17. Defendant is a debt collected registered with the state of Maryland.
18. Defendant is schooled in law.
19. Defendant should know the difference between a creditor and a purchaser of bad debt.
20. Defendant claims it represents a person who has no rights to enforce my note.
21. Defendant claims it represents a person who purchased my note with notice of default.
22. The note is not date stamped so this court must look to the assignment to determine possession date.
23. The assignment state 6/7/12 as their possession date
24. Defendant alleged client claims a default date of March 3, 2009.
25. Given these facts Defendant cannot claim that it did not know it was not representing Plaintiff's creditor.

PRAYER FOR RELIEF

26. Wherefore, Plaintiff respectfully request that, should Defendant fail to produce proof of claim on all points, that this court enter a judgment for the following remedies:
    1. Declare that Defendant is not Plaintiff's creditor;

2. Release all claims by Defendant against Plaintiff;
3. Declare that Defendant cannot enforce any claim, Note, or debt against Plaintiff;
4. Instruct Defendant to rescind any and all negative and or derogatory reports made to any credit bureau regarding the account;
5. Declare the alleged debt to be nonexistent, invalid, or unenforceable with finality, so as to establish res judicata and estoppels;
6. Instruct Defendant to return all monies collected from Plaintiff ;
7. Instruct Defendant to conduct a full reconveyance of all properties with clear title to Plaintiff within 30 days;

Michelle Quarles

Michelle Quarles
10011 Welshire Drive
Upper Marlboro MD 20772

Certificate of Service

I MICHELLE QUARLES, HEREBY CERTIFY that on this 14 day of July 2015, a copy of the Complaint was mailed to the alleged creditors listed below:

1. Alba Law Group a Maryland Corporation
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031

Signature ____

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